

IN THE UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

BERKADIA COMMERCIAL	§	
MORTGAGE LLC,	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:25-cv-2368
	§	
CROSS BRIDGE TITLE LLC and	§	
OLD REPUBLIC NATIONAL TITLE	§	
INSURANCE COMPANY,	§	
Defendants.	§	

**PLAINTIFF BERKADIA COMMERCIAL MORTGAGE LLC’S  
MOTION FOR EXTENSION OF TIME TO MOVE FOR JUDGMENT BY DEFAULT**

Pursuant to Federal Rule of Civil Procedure 6(B)(1)(a), Plaintiff Berkadia Commercial Mortgage LLC moves for an extension of time to move for judgment by default as follows:

**I. BACKGROUND**

Plaintiff Berkadia Commercial Mortgage LLC (“Berkadia”) filed its Original Complaint against Defendant Cross Bridge Title, LLC (“Cross Bridge”) on May 23, 2025. ECF No. 1. On June 4, 2025, Cross Bridge was served with a summons and Berkadia’s Original Complaint by personal delivery. ECF No. 10. Cross Bridge’s answer or responsive pleading was due on June 25, 2025. Fed. R. Civ. P. 12(a)(1)(A)(i). Cross Bridge has not appeared, filed a responsive pleading, or otherwise defended the suit.

On June 26, 2025, Berkadia filed its Request for Entry of Default against Cross Bridge. ECF No. 11. On July 3, 2025, the Court granted Berkadia’s request and entered a default against Cross Bridge. ECF No. 13. The Court ordered Berkadia to move for judgment by default and submit affidavits documenting Berkadia’s damages and attorneys’ fees by July 23, 2025.

Damages in this case are substantial. Berkadia files this motion prior to the July 23, 2025 deadline and requests an additional 15 (fifteen) days to move for default and submit evidence of its damages.

## II. ARGUMENT

A court may grant a request to extend time for good cause if the request is made before the original time expires. Fed. R. Civ. P. 6(b)(1)(A). If a request is made “prior to the expiration of the time limit at issue, a court may extend the period for any reason, upon a party’s motion or even on its own initiative.” *L.A. Pub. Ins. Adjusters, Inc. v. Nelson*, 17 F.4th 521, 524 (5th Cir. 2021) (citing Fed. R. Civ. P. 6(b)(1)(A)).

Berkadia requests an extension of time to move for default and submit evidence documenting its damages because it is currently awaiting a broker’s opinion letter regarding the value of the multifamily property that is the subject of the case. The broker’s opinion letter is due on or before July 31, 2025. The broker was engaged prior to the Court’s July 3, 2025 order to update an opinion letter created in August 2024.

Additionally, Berkadia’s counsel has been engaged in trial and trial preparation over the last two weeks and will continue to be throughout the month of July. Berkadia’s counsel was in trial on July 14 and 15 in Cause No. 2020-30030; *Blackwise, LLC v. Houston Circle of Hope Services, Inc., Entering Wellness Mental Health, LLC, Hamdiya Moore, and Neema Moore*; In the 333rd Judicial District Court of Harris County, Texas. Berkadia’s counsel is set for trial during the week of July 28 in Cause No. 017-349377-24; *Commercial Vehicle Leasing, L.L.C. d/b/a D&M Leasing v. Iapetus Infrastructure Services, LLC*; In the 17th Judicial District Court of Tarrant County, Texas. In its June 11, 2025 order regarding the trial setting, the Tarrant County court stated that the case is among the first five cases on the docket and likely to be reached.

Berkadia requests an extension of 15 (fifteen) days to August 7, 2025, which is one week after the broker's opinion letter is due. The additional time will allow Berkadia to fully review the broker's opinion letter prior to incorporating it into and submitting it with its motion for default judgment.

Berkadia's request is for good cause and is not made for purposes of delay only. The extension of time is sought to ensure that the evidence of Berkadia's damages submitted with its motion for default judgment reflects the current value of the multifamily property that is the subject of this case. Berkadia has been diligent in requesting updates to the prior broker's opinion letter and represents that July 31, 2025 is the soonest it could reasonably be expected to be delivered.

Cross Bridge will not be prejudiced by the extension of time because it has not appeared in this lawsuit.

### III. CONCLUSION

For these reasons, Plaintiff Berkadia Commercial Mortgage LLC respectfully requests the Court grant this Motion for Extension of Time to Move for Judgment by Default in its Entirety and extend the time for Plaintiff to move for default until August 7, 2025.

Respectfully submitted,  
BERG PC

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*Of Counsel*

**CERTIFICATE OF SERVICE**

I certify that the foregoing instrument was served on all parties and counsel of record by filing it with the Court's CM/ECF system on July 18, 2025.

/s/ Kathryn E. Nelson